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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

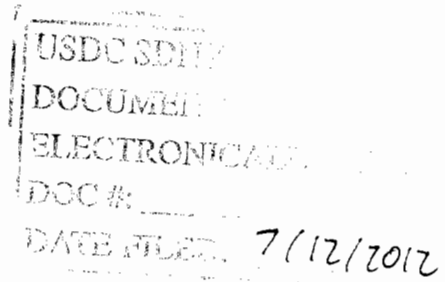
EASTMAN KODAK COMPANY,

Plaintiff and Counterclaim Defendant,

v.

ASIA OPTICAL CO, INC.,

Defendant and Counterclaimant.



Civil Action No. 11-cv-6036-DLC

JOINT STIPULATION REGARDING DAMAGES

Eastman Kodak Company ("Kodak") and Asia Optical Co., Inc. ("AO"), by and through their counsel of record, agree and stipulate as follows:

1. On August 26, 2011, Kodak filed the Complaint in the above-captioned action alleging that AO failed to pay certain royalties due under the parties' April 9, 2004 license agreement (the "PLA"). (Dkt. 1.) On December 5, 2011, AO filed an Answer, Affirmative Defenses and Counterclaims, denying all liability to Kodak and seeking declaratory relief.
2. On March 16, 2012, the Court entered its Opinion and Order (Dkt. 79) granting Kodak's Motion for Partial Summary Judgment Concerning Contract Interpretation (Dkt. 39). On March 23, 2012, the Court instructed the parties to conduct damages discovery (Dkt. 80).
3. Having conducted such discovery, Kodak and AO now stipulate that under the Court's March 16, 2012 Opinion and Order, the royalties that AO owes Kodak, plus pre-judgment interest on such royalties, are US \$33,726,531.00 through June 20, 2012.
4. By entering into this stipulation regarding damages, AO does not concede that the Court's March 16, 2012 Opinion and Order is correct, makes no admission as to liability, and reserves the right to appeal the Court's March 16, 2012 Opinion and Order and to appeal any

judgment to be entered. Notwithstanding the above, AO will not appeal or otherwise challenge the amount of the damages stipulated hereto.

5. By entering into this stipulation, Kodak does not make any admission as to whether any deductions that AO claims in calculating the stipulated damages were, or are, allowed under the PLA or otherwise waive any rights under any provisions of the PLA going forward. Nor does this stipulation amend or alter in any way the requirements of the PLA or AO's obligations going forward under the PLA. Notwithstanding the above, Kodak will not appeal or otherwise challenge the amount of the damages stipulated hereto.

6. Accordingly, in light of this stipulation, Kodak will move for entry of final of judgment.

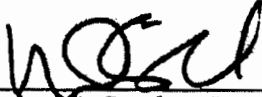
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So ordered.

James G. He

July 12, 2012

COUNSEL FOR PLAINTIFF,
EASTMAN KODAK COMPANY



Robert J. Gunther, Jr.
Wilmer Cutler Pickering Hale & Dorr, LLP
399 Park Avenue
New York, New York 10022
Tel: (212) 230-8800
Fax: (212) 230-8888
robert.gunther@wilmerhale.com

Michael J. Summersgill
Jordan L. Hirsch
Wilmer Cutler Pickering Hale & Dorr, LLP
60 State Street
Boston, MA 02106
Tel: (617) 526-6000
Fax: (617) 526-5000
michael.summersgill@wilmerhale.com
jordan.hirsch@wilmerhale.com

Dated: July 12, 2012

SO ORDERED:

Dated: _____

COUNSEL FOR DEFENDANT,
ASIA OPTICAL CO., INC.



Mark S. Sullivan
Dorsey & Whitney LLP
51 West 52nd Street
New York, New York 10019-6119
Tel: (212) 415-9200
sullivan.mark@dorsey.com

Devan V. Padmanabhan
Sri K. Sankaran
Winthrop Weinstine
Capella Tower, Suite 3500
225 South Sixth Street
Minneapolis, Minnesota 55402
Tel: (612) 604-6400
dpadmanabhan@winthrop.com
ssankaran@winthrop.com

Dated: July 12, 2012

Denise L. Cote
United States District Judge

